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JULY 31 1974

RUTGERS UNIVERSITY

AGREEMENT

Between the

HAMILTON TOWNSHIP EDUCATION ASSOCIATION

and the

HAMILTON TOWNSHIP BOARD OF EDUCATION

1972 - 1974

7-1-72 - 6-30-74

P R E A M B L E

This Agreement entered into this 1st day of July, 1972, by and between the Board of Education of Hamilton Township in the County of Mercer, New Jersey, hereinafter called the "Board", and the Hamilton Township Education Association, hereinafter called the "Association".

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board President at

2069 Greenwood Avenue

Trenton, New Jersey 08609

2. If by Board, to Association President

Cora Jackette

3208 Nottingham Way

Trenton, New Jersey 08619

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated full-time classroom teachers under contract, employed by the Board, including:

Resource Specialists - Elementary

Art

Music - Instrumental

Music - Vocal

Physical Education - Boys

Physical Education - Girls

Consultants

Librarians

Permanent Substitutes

Speech Correctionists

Nurses

Coaches

Extra-Duty Pay Personnel

Home Instruction Teachers

Teachers of Special Classes

Reading Specialists

Guidance Counselors

Half-time Kindergarten Teachers

Social Workers

Department Head, Senior High School

- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Paragraph A of Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of New Jersey, 1968 in good-faith efforts to reach an agreement on matters concerning the terms and conditions of teachers' employment. The Association shall submit its proposals for negotiations on or before October 15 of the calendar year preceding the calendar year in which this Agreement expires and the Association shall be notified by the Board in writing at least one week in advance of the date of the first negotiation session. Such negotiations shall begin not later than November 1 of the calendar year in which this Agreement expires.
- B. During negotiation, the Board and the Association shall exchange points of view and make proposals and counterproposals. The Board shall make available to the Association all public information of the Hamilton Township School District at no expense to the Board upon request.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Should an amendment and/or modification to this Agreement be determined by the Public Employee Relations Commission of New Jersey, it shall immediately be reduced to writing, adopted by both parties, and signed by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by a teacher or a group of teachers based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions.
2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within fifteen (15) school days from the time the action is taken or when the act is known or should have been known.
3. An aggrieved person is the person or persons making the claim.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Any teacher who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at that level.
4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance, in writing, to the principal, specifying:
 - a. The nature of the grievance.
 - b. The results of the previous discussions.
 - c. His dissatisfaction with decisions previously rendered.

The principal or immediate superior shall communicate his decision, to the aggrieved and his representative, in writing within five (5) school days of receipt of the written grievance.

5. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days after the receipt of the grievance. The Superintendent shall communicate his decision in writing to the teacher, his representative, and the principal.
6. If the grievance is not resolved to the teacher's satisfaction, he, or they, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education.

The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and render a decision in writing within thirty (30) school days of receipt of the grievance, by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator, the Association shall notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision.

Grievances may be submitted to arbitration except as follows:

- (a) A grievance of a non-tenure teacher which arises by reason of his not being re-employed.
- (b) No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign, and involuntarily transfer.

(c) Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority.

C. The following procedure will be used to secure the services of an arbitrator:

1. A request by the Association will be made to the American Arbitration Association (A. A. A.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties, within five (5) school days, are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A. A. A. to submit a second roster of names.
3. If the parties are unable to determine within six (6) school days of receipt of the second list, a mutually satisfactory arbitrator, the A. A. A. may be requested by letter by either party to designate an arbitrator.
4. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of hearings.
5. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties.
6. The recommendations of the arbitrator shall be binding. His decision shall be in writing but he shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
7. The parties shall be responsible for all costs incurred by each and only the fee and expense of the arbitrator shall be shared by each party paying one-half.

D. General Regulations

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
3. Staff members presenting an appeal or assisting in the presentation of an appeal are assured that no reprisals shall result because of their normal and proper participation.
4. The aggrieved party and his representatives shall have the right to be present at all hearings conducted at any step of the grievance procedure.
5. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
6. The aggrieved shall have the right to present his own appeal or designate representatives of the Hamilton Township Education Association or another person of his own choosing to appear with him or for him at any step in his appeal.
7. All documents, communication and records dealing with the processing of a grievance shall be kept filed in the Superintendent's office.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the principal and the processing of such grievance shall be commenced at that level.
9. There will be no suspension of a grievance procedure when schools are not in session. In the event a grievance is filed such that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure can be carried through to B.6, the Board of Education level, prior to the beginning of the next school year.

ARTICLE IV

TEACHER ASSOCIATION - BOARD OF EDUCATION RELATIONSHIPS

- A. The management of the Hamilton Township Board of Education and the direction of its employees, including the right to hire, suspend, discharge for just cause, promote, demote, transfer employees, for just and legitimate reasons, are recognized to be in the Board of Education except as otherwise provided in this Agreement. However, nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws.
- B. There shall be no discrimination, interference, restraint or coercion by the Board of Education or any of its representatives against members of the Association because of their membership. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Representatives of the Association and its parent organization shall be permitted to transact reasonable official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes.
- D. The Association shall have the right to use school facilities and equipment after school hours and with prior approval of the building principal. The Association shall supply all materials and supplies and pay for the reasonable cost of any repairs necessitated as a result thereof.
- E. The teachers shall maintain the right and responsibility to determine grades of students within the grading policies of the Hamilton Township School District. No grade shall be changed without prior consultation of the teacher involved, provided the teacher is available. If the teacher is not available every reasonable effort shall be made to contact said teacher.

- F. Whenever any teacher is required to appear before the Board or committee thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons of such a meeting or interview and shall be entitled to have a representative of his choosing present to advise him and represent him during such a meeting or interview.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other teacher organizations.
- H. Any question or criticism by a supervisor or administrator of a teacher and his instructional methodology shall be performed with all due professional courtesy.

ARTICLE V

SCHOOL YEAR

- A. The Superintendent will consult with representatives of the Association before recommending the school calendar for the next school year. Final determination of the school calendar will rest with the Board. The calendar shall be set forth in Schedule B.
- B. The in-school work year for teachers employed on a ten month basis shall conform to the 71-72 calendar.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out." Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in roster."
2. Teachers shall report for duty twenty (20) minutes before the opening of the pupils' school day and shall be required to remain fifteen (15) minutes after the close of the pupils' day, except that they shall be available for professional meetings and for reasonably providing aid to students, conferring with parents and staff members.
- Over and above the normal monthly professional meeting, the administration shall strive to limit the number of additional meetings.
- B. Teachers shall normally have a daily duty-free lunch period. If this period is less than thirty (30) minutes, then it must be at least equal to the students' lunch period.
- C. Each junior and senior high school teacher shall have one preparation period per day unless he does not desire a preparation period. The principal may reasonably require an elementary teacher to be in his classroom with a specialist. If not required to be in a classroom with a specialist, this time shall be considered a preparation period.
- D. Teachers may leave the building during normal working hours only with the knowledge and approval of the principal or his designated representative. Teachers can leave if they have a duty-free lunch period and if they sign out and in.
- E. A maximum of six (6) evening duty assignments per professional staff member may be required in any school year as per Board policy entitled "Policy on Professional Staff Attendance at Evening Performances."

F. The practice of using a regular teacher as a substitute shall be kept to a minimum based on essential needs. Coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers available.

ARTICLE VII

CLASS SIZE

- A. It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interests of the district as deemed administratively feasible.
- B. The Board recognizes the class size recommendations of the State Department of Education and shall take them into consideration in planning.
- C. The Board agrees to limit, subject to paragraph "A" above, secondary shop classes to 24 students and physical education classes to 40 students.

ARTICLE VIII

NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end.
- B. Teachers shall not be required to maintain attendance registers.
- C. Teachers shall not be required to drive students to activities which take place away from the school building. However, with advanced approval of his principal, the teacher may drive students to their activities and be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.
- D. Teachers shall not be required to correct standardized tests where machine scoring can be used.

ARTICLE IX

SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- 2. Teachers shall be paid every other Friday. Payments shall be as equal as possible.
- B. 1. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate in two (2) equal installments on the fifteenth (15th) of July and on the fifteenth (15th) of August.
- 2. When a payday falls on or during a school holiday, teachers shall receive their pay checks on the last previous working day.
- C. The salaries of all coaches covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.
- D. The salaries of all Extra-Duty Pay Personnel are set forth in Schedule B.
- E. The salaries of all nurses are set forth in Schedule C.

ARTICLE X

PROMOTIONS

- A. Opportunity will be given to any teacher meeting qualifications as prescribed to apply for and receive fair consideration for administrative and supervisory positions which may become vacant. Such positions shall include those in the administrative and supervisory field for which there is a designated salary schedule and such other positions carrying an administrative or supervisory responsibility for which there is a salary differential above that of a teacher.
- B. Notice of any administrative or supervisory vacancy as previously defined will be publicized extensively within the school system, not less than two weeks before the deadline for application. Applications in writing will be accepted from within and without the school system. The notice will include such information as the position to be open, certification requirement, the date that the certification must be in effect, required qualifications, desirable qualifications, salary and salary range, and the deadline date for applications. Applications will be acknowledged. Applications will be kept in an active file and applicants notified in writing by the Superintendent's Office when an administrative or supervisory position becomes available. Applicants will continue on this active list until the end of the school year in which the application is made.
- C. All candidates meeting basic requirements shall be given an opportunity for an interview. The administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant. Any staff member may at any time indicate in writing his interest in any position, even though a vacancy does not exist at that time.

- D. A bulletin will be distributed annually to all certificated personnel by which it will be possible to indicate interest in consideration for future vacancies not only in the administrative and supervisory field, but in any other type of position. This bulletin will be distributed by October 30 of each school year.
- E. Final decision on administrative and supervisory positions shall be the prerogative of the Board of Education. There shall be no abridgment of the right to fill vacancies on a temporary basis when warranted by particular circumstances. While every effort will be made to comply with the procedure as outlined, flexibility may be needed in unusual circumstances for the proper operation of the school system.
- F. If a vacancy occurs during summer school recess a letter of notification of such vacancies shall be sent to all professional staff members in accordance to policy set forth in "D: of this article.

ARTICLE XI

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Nonaccumulative additional sick leave benefits shall be twenty (20) days less full substitute teacher's pay.
- C. Absence for illness in excess of three (3) consecutive days shall be substantiated with a doctor's statement.
- D. Upon request teachers shall be given an accounting of accumulated sick leave days no later than September 30, of each school year.

Prior (one week) approval of Superintendent of Schools required for all contractual employees.

Note: Any emergency or other urgent reason beyond the provisions of the above Personal Leave Policy would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in court through no fault of his own, would be an example of an extra day beyond the three which may be approved for full pay.)

*Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, and those related by blood or marriage permanently residing within the household of the employee.

**Other than immediate family - specifically, grandparents, uncles, and aunts, or as a designated pallbearer.

***Where working would be a direct violation of the individual's religious convictions.

****One (1) personal day, the reason extremely personal beyond discussion, shall be granted with no explanation required. Explanation will be required for personal leave if requested immediately before or immediately after a holiday, vacation, or long weekend.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. These leaves of absence shall be limited to 3 days.

B. Personal reasons

Payroll provisions

Three school days - full pay.

Except for "a." and "b." listed below, one week prior approval of the Superintendent of Schools is required. Moreover, emergency cases could naturally be handled by telephone approval.

- a. Illness in immediate* family.
- b. To attend funeral for other** than members of the immediate family.
- c. Marriage within the school year.
- d. Court subpoena, except where he is a party to suit.
- e. Religious holidays***
- f. Other reasons**** (Valid business transactions, college graduations, etc. or extremely personal beyond discussion)

Note: A total of three days allowed in any school year for any one of the above reasons, or for any combination of reasons - but only a total of three days will be with full pay.

After three days under Personal Reasons, no pay, except for "a." above.

- a. Illness in immediate family - seven additional days, upon approval of the Superintendent of Schools, full pay, less substitute pay.

C. Death in Immediate* Family, including immediate in-laws.

Payroll provisions

Five school days - full pay.

D. Absences not covered by regulations

Payroll provisions

No allowance - full pay deduction

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board of Education agrees that for the 1972-74 school years they will provide individual health-care insurance coverage through the New Jersey Public and School Employees Health Benefits Program which shall include:
1. Blue Cross
 2. Blue Shield
 3. Rider J
 4. Major-Medical
- B. The Board shall provide for continuances of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retirees shall be responsible for all premium costs involved.
- C. The Board shall request the carrier to provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1972-73 school year, which shall include a clear description of the conditions and coverage as listed above.
- D. The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- E. The Board agrees to provide, at no cost to the teacher, chest X-rays required of the teachers to maintain their employment, provided said teacher avails himself of the program provided by the Board.
- F. With the start of the 1972-73 school year, teachers in the Hamilton Township School System qualifying for the Family Plan of the Hospital Service and Medical-Surgical Insurance will have 60% of the cost at the present rates paid by the Hamilton Township Board of Education.
- With the start of the 1973-74 school year, teachers qualifying for the Family Plan will have 100% of the cost (at the rate as of January 1, 1973) paid by the Hamilton Township Board of Education.

ARTICLE XIV

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Unified Association Membership. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Hamilton Township Education Association by the 15th of each month following the monthly pay period in which deductions were made. Teacher authorizations shall be indicated on a form provided by the United Teaching Profession.
2. The Unified Association shall certify to the Board, in writing, the current rate of its membership dues.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of a teacher's withdrawal shall be prior to October 1 and become effective to halt deductions as of November 1 next succeeding the date on which notice of withdrawal is filed or prior to June 30 and become effective to halt deductions as of July 1 next succeeding the date on which notice of withdrawal is filed. This shall be done on official Association forms.

ARTICLE XV

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 2. A teacher shall be given a copy of any class visit evaluation report prepared by an administrator or supervisor. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher's signature on an evaluation report shall indicate that he has read it.
- B. 1. Non-tenure teachers shall be evaluated at least four (4) times in each school year, to be followed by written evaluation reports and by conferences between the teacher and the evaluator for the purpose of improving instruction. Such evaluations shall take place on separate days.
- 2. The teacher shall have the right to reply to the evaluation in writing and should have the same attached to the evaluation file copy.
- C. All teacher evaluation materials shall be kept in a separate file and the teacher shall have the right upon request to review the contents of his evaluation file.

ARTICLE XVI

TEACHER-ADMINISTRATION LIAISON

- A. The Superintendent and/or representatives at the central staff level agree to meet with representatives of the Association to amicably review and discuss current school problems and practices.
- B. Meetings shall be held after school 5 times per year, if needed, the dates of which shall be mutually agreed upon.
- C. Size of the committee shall be workable number, not to exceed 14 teachers at any given meeting. The Association shall select its own representatives. An agenda shall be presented by the Association to the Superintendent at least one week prior to the scheduled meeting, with the understanding that a portion of the meeting may be devoted to matters for discussion initiated from the Superintendent's Office, with the agenda for the same being presented to the Association one week prior to the meeting.
- D. The Board recognizes the need for communication at all levels and encourages the implementation of this policy through scheduled meetings of administration and teachers at the elementary and secondary levels.
- E. The principal and Association shall select a liaison committee for each school building which shall meet with the principal at mutually agreed times, but not less than 4 times a year to amicably review and discuss local school problems and practices. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than two (2) members. At least half of the members of the liaison committee shall be Association members and shall be selected by the Association.

ARTICLE XVII

SABBATICAL LEAVES

Sabbatical leave of absence to be spent in study for the full year at one-half pay may be granted upon recommendation of the Superintendent and approval of the Board.

- A. Requests shall be considered from teachers who have completed seven (7) years' continuous service in the Hamilton Township Schools.
- B. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study.
- C. Teachers granted a sabbatical leave of absence shall receive experience credit on the salary guide.
- D. Sabbatical leaves of absence are subject to the following provisions:
 - 1. Any teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) school years following the sabbatical leave. Upon being granted a sabbatical leave a teacher will sign a promissory note in the principal amount of one-half ($\frac{1}{2}$) his regular salary. The promissory note shall be voided upon the fulfillment of the terms of this paragraph.
 - 2. Requests for sabbatical leave must be made before January 1 of the year in which the leave is to take place.
 - 3. Sabbatical leaves of absence shall begin September 1 and terminate June 30.
 - 4. The total number of teachers granted sabbatical leave during one academic year may not exceed four (4) members of the professional staff.
 - 5. A final report shall be made to include a summary of the experiences and conclusions relevant to possible improvement of the Hamilton Township School District.
 - 6. The Administration shall notify applicants by April 1 of either approval or disapproval.

ARTICLE XVIII

PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- A. The Board of Education and the Hamilton Township Education Association recognize their responsibilities as defined in the following State Statutes: 18A:16-6; 18A:16-6.1; 18A:6-1; 18A:25-2; 18A:30-2.1.
- B. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed on the person of the teacher as a result of an assault suffered by the teacher while the teacher was acting in the discharge of his duties.
- C. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or his designated representative.
- D. Teachers who believe that they are working under unsafe or hazardous conditions or performing tasks which endanger their health, safety, or well-being, may institute a grievance.

ARTICLE XIX
TEACHER ASSIGNMENT

- A. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of ten (10) cents per mile.
- C.
 - 1. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1 when administratively feasible.
 - 2. In the event that changes in such schedules, class/and or subject assignments are proposed after June 1, any teacher affected shall be notified promptly in writing.

ARTICLE XX

TEACHER FACILITIES

The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board shall give serious consideration to the Association's requests for improvement in both working areas and the furnishing of equipment and supplies.

ARTICLE XXI

TEACHER RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. The Board and Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. Board Policy

This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be decreed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing agreement -- copies of this agreement shall be printed and the expense shared by the Board and the Association after agreement with the Association on format within thirty (30) days after the agreement is signed.

ARTICLE XXIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1972, and shall continue in effect until June 30, 1974. Negotiations concerning a successor Agreement shall be in accordance with Article II of this Agreement. The Association shall have the right to negotiate concerning salaries for all employees in the unit as defined in paragraph A of Article I for the year commencing July 1, 1973. Such negotiations shall commence no later than November 1, 1972. This Agreement shall not be extended orally.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HAMILTON TOWNSHIP

EDUCATION ASSOCIATION

Cora Jackette

Its President

Barbara Murfit

Its Secretary

HAMILTON TOWNSHIP

BOARD OF EDUCATION

Robert Innocenzi

Its President

Dorothy Homeier

Its Secretary

ARTICLE

SPECIALISTS - GUIDANCE

- A. The Hamilton Township Board of Education recognizes that an effective guidance program is an integral part of the educational system.
- B. Consideration will be given to achieving a more efficient program, increasing evening and summer guidance services as needed.
- C. The Board agrees to install a telephone extension in each Guidance Counselor's office.

A Guidance Coordinating Committee shall be established to formulate and recommend job descriptions and make recommendations to the Administration and Board of Education for the improvement of the guidance program.

- 1. The committee shall be composed of two (2) administrators selected by the Superintendent, two (2) guidance counselors selected by the Association, the Coordinator of the Child Study Department and the Guidance Consultant who shall act as committee chairman.
- 2. The committee shall begin meeting not later than October 31, 1972. It shall develop a schedule and complete its report not later than June 30, 1973. The report shall be sent to the Superintendent and the Board of Education.

LIBRARIANS

- A. Beginning in the school year 1972-73, the Board shall agree to the following:
 - 1. There shall be at least one (1) typewriter for the exclusive use of each school library.
 - 2. There shall be a telephone extension installed in every secondary school library.
 - 3. There shall be two (2) adding machines placed in the curriculum office for the use of the librarians. These machines may be signed-out using a procedure similar to that procedure used for borrowing curriculum audio-visual materials.

ARTICLE

SPECIALISTS - NURSES

While performing duties for the Hamilton Township Board of Education the nurses are protected up to a limit of:

1. \$100,000 for each person, and
2. With a limitation of \$300,000 for each accident
3. Property damage and personal liability is covered for \$100,000 each
4. Medical expenses are covered up to \$1,000 for each person with a limitation of \$10,000 for each accident.

Study Committee on the Role of Department Heads

1. A committee shall review the role of Department Head at the senior high level and make recommendations to the Board of Education for the 1973-74 school year.
 - a. The committee shall commence its work approximately September 15, 1972 and shall continue with regular meetings until a majority of the committee deems that the purpose of the committee has been met. The committee shall have December 15, 1972 as the expected date of completion of its recommendations.
 - b. The committee shall consist of:
 - The Superintendent or his chosen representative
 - The Director of Secondary Education
 - A Principal or Vice Principal of a Senior High School
 - 4 teacher representatives from the senior high schools.
 - c. Consideration shall be given to:
 - (1) representation by both sexes
 - (2) representation by Department Head personnel and personnel not Department Heads.
 - d. Teacher representatives on the committee shall be selected by the Association and Administration representation shall be selected by the Superintendent.
2. The duties of the committee shall be:
 - a. Recommendations on Job Descriptions
 - b. Recommendation on what constitutes a department, i.e. teachers, pupils, etc.
 - c. Recommendations on forms of compensation
 - d. Any other significant information.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
2. The best interests of the school system, the instructional requirements and the wishes of the individual teacher shall be considered in the determination of requests for voluntary reassignment and/or transfer.

MATERNITY LEAVE

- I. No tenured or non-tenured teacher shall be removed from her teaching duties during her pregnancy except on one of the following bases:
 - A. The Board of Education has found that her teaching performance has noticeably declined.
 - B. If the basis is for physical condition or capacity,
 - (1) the pregnant teacher cannot produce a certification from her physician that she is medically able to continue teaching, or
 - (2) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, provided however that if there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.
 - (3) any other just cause.
- II. All tenured or non-tenured pregnant teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. The date of return shall be further extended for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not extend the leave of absence of a non-tenured teacher beyond the end of the contract-school year in which that leave is obtained.
- III. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a time lapse between that birth and her desired date of return, except as is provided in the preceding paragraph.

HAMILTON TOWNSHIP 1972-73 SALARY GUIDE*

<u>Non-Degree</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Deg. + 30</u>	<u>Master's Degree</u>	<u>Bachelor's Deg. + 60</u>	<u>Master's Deg. + 30</u>
\$ 7,600	\$ 8,000	\$ 8,400	\$ 8,600	\$ 8,800	\$ 9,000
7,900	8,300	8,700	8,900	9,100	9,300
8,200	8,600	9,000	9,200	9,400	9,600
8,500	8,900	9,300	9,500	9,700	9,900
8,800	9,200	9,600	9,800	10,000	10,200
9,100	9,500	9,900	10,100	10,300	10,500
9,400	9,800	10,200	10,400	10,600	10,800
9,700	10,100	10,500	10,700	10,900	11,100
10,000	10,400	10,800	11,000	11,200	11,400
10,400	10,800	11,200	11,400	11,600	11,800
10,900	11,300	11,700	11,900	12,100	12,300
11,400	11,800	12,200	12,400	12,600	12,800
12,000	12,400	12,800	13,000	13,200	13,400
12,700	13,100	13,500	13,700	13,900	14,100

* Classification for salary schedule is based upon "Policy for Degree & Equivalency Credit in the Hamilton Township Schools," adopted December 16, 1964.

The Board of Education reserves the right to withhold any or all increments for inefficiency or other good cause.

NURSES' SALARY SCHEDULE

1972-73 School Year

<u>Years of Experience</u>	<u>Non-Degree</u>	<u>Bachelor's Degree</u>
0	\$ 6,567	\$ 6,887
1	6,833	7,153
2	7,100	7,419
3	7,366	7,686
4	7,633	7,952
5	7,899	8,219
6	8,166	8,486
7	8,432	8,752
8	8,699	9,018
9	8,965	9,285
10	9,232	9,551
11	9,498	9,818
12	9,765	10,084
13	10,031	10,351
14	10,598	10,617
15		11,184

Car Allowance

\$200.00 - Elementary School Nurse)	
)	as in present contract
150.00 - Secondary School Nurse)	

The Board of Education reserves the right to withhold any or all increments for inefficiency or other good cause.

COACHES GUIDE
SENIOR HIGH SCHOOLS

1972-73 School Year

<u>Position</u>	<u>0 Years Experience</u>	<u>1 Year Experience</u>	<u>2 Years Experience</u>	<u>3 Years Experience</u>
Director of Athletics	\$1073	\$1155	\$1238	\$1321
<u>FOOTBALL</u>				
Head Coach	1207	1318	1430	1600
Asst. Coach	756	837	918	999
<u>SOCCER</u>				
Varsity	890	1000	1110	1220
Jr. Varsity	605	666	726	786
<u>BASKETBALL</u>				
Varsity	1207	1318	1430	1600
Jr. Varsity	756	837	918	999
<u>BASEBALL</u>				
Varsity	890	1000	1110	1220
Jr. Varsity	605	666	726	786
<u>TRACK</u>				
Varsity	890	1000	1110	1220
Assistant	605	666	726	786
<u>WINTER TRACK</u>				
Varsity	605	666	726	786
<u>WRESTLING</u>	605	666	726	786
<u>CROSS COUNTRY</u>				
Varsity	605	666	726	786
<u>SWIMMING</u>				
Varsity	740	850	960	1070
<u>GIRLS ATHLETICS</u>				
Fall	466	543	619	695
Winter	466	543	619	695
Spring	466	543	619	695
<u>AFTER SCHOOL SWIMMING</u>				
1st Quarter	271	309	347	385
4th Quarter	271	309	347	385

JUNIOR HIGH SCHOOLS

Director of Athletics	465	579	694	809
<u>FOOTBALL</u>	756	837	918	999
<u>BASKETBALL</u>	756	837	918	999
<u>SOCCER</u>	605	666	726	786
<u>BASEBALL</u>	605	666	726	786
<u>TRACK</u>	605	666	726	786

SCHEDULE

EXTRA-DUTY PAY PERSONNEL

1972-73 School Year

Senior High Schools

<u>Activity</u>	<u>0 Year's Exp.</u>	<u>1 Year's Exp.</u>	<u>2 Years' Exp.</u>
Dramatics	900	963	1026
Cheerleaders	490	524	559
Newspaper	240	257	273
Show Producer	470	503	536
Senior Class Advisor	350	375	400
Stage Manager	250	268	286
Instrumental Music Director	760	813	866
Art Director	330	353	376
Junior Class Advisor	140	150	160
Yearbook Advisor	310	332	353
Vocal Music Director	620	663	706
Public Speaking and Debating	250	268	286
Ass't. Public Speaking and Debating	170	182	194
Drill Team	410	439	468
Student Government Advisor	180	193	206

Junior High Schools

Dramatics	500	535	570
Cheerleaders	320	342	364
Newspaper	160	171	182
Stage Manager	290	310	330
Instrumental Music	480	514	548
Costumes	230	246	262
Art Director	170	182	194
Vocal Music Director	550	589	628

1972-73 SCHOOL CALENDAR

Thursday, August 31 - Pre-school day for new staff members
and teacher-counselors

Tuesday, Sept. 5 - Pre-school day for all staff members

Wednesday, Sept. 6 - First Day of School

Wednesday, June 20 - Last Day of School

Month	No. of Days Schools Are Open	Schools Are Closed On	Reasons for Closing
Sept.	18	Sept. 11, one-session day (Mon.)	Fair Day
Oct.	20	Oct. 9 (Mon.) Oct. 23 (Mon.)	Columbus Day Veterans' Day
Nov.	17	Nov. 2, 3 (Thurs., Fri.) Nov. 7 (Tues.) Nov. 23, 24 (Thurs., Fri.)	NJEA Convention Election Day Thanksgiving Recess
Dec.	16	Dec. 22, one-session day (Fri.) Dec. 25-29 inclusive	Christmas Recess
Jan.	21	Jan. 1 (Mon.) Jan. 15 (Mon.)	New Year's Day Martin Luther King Day
Feb.	18	Feb. 12 (Mon.) Feb. 19 (Mon.)	Lincoln's Birthday Washington's Birthday
March	22		
April	15	April 20 (Fri.) April 23-27	Good Friday Spring Vacation
May	22	May 28 (Mon.)	Memorial Day
June	14	June 19, 20 (one-session days)	

Total Number of Days Open - 183

If days must be "made up" because of emergency closings of schools, such days will be taken as follows: If one day is needed, the one to be used will be Thurs., June 21. If two days are needed, the second day would be Friday, June 22. One-session days for the elementary and secondary workshops will be determined at a later date.